

Seattle, Washington 98102

*

*

Serve on Resident Agent:

*

CT Corporation System

*

711 Capital Way S., Ste 204

*

Olympia, Washington 98501

*

*

Defendants

*

*

COMPLAINT AND ELECTION FOR JURY TRIAL

Jumoke Akinagbe, individually and d/b/a National Academy of Medical Cannabis and Cannabis for Wellness, Plaintiff, by her attorneys, Lon C. Engel, Esquire, The Engel Law Group, P.C., and Emily Burns, Esquire, sues the Defendants, Darryl Hill, individually and d/b/a TW Capital (hereinafter “Hill”), TilStar, LLC (hereinafter “TilStar”), Tilray, LLC (hereinafter “Tilray”), Privateer Holdings, Inc. (hereinafter “Privateer Holdings”), stating:

Facts Common To All Counts

1. Plaintiff, Jumoke Akinagbe, is a resident of Prince George’s County, Maryland, and President and Chief Executive Officer of National Academy of Medical Cannabis and Cannabis for Wellness.

2. Defendant, TilStar, LLC, is a Maryland corporation involved in the cultivation, processing and dispensing of medical marijuana.

3. Defendant, Tilray LLC, is organized under the laws of Washington State, doing business throughout the United States, involved in cannabis research, cultivation, processing and distribution.

4. Defendant, Privateer Holdings, Inc., is incorporated under the laws of Washington State, and is a private equity company that invests in the legal cannabis industry. It is the parent

corporation of Tilray LLC and TilStar, LLC.

5. Defendant, Darryl Hill, individually and d/b/a/ TW Capital, was Chief Executive Officer of Defendant TilStar, LLC, at all times relevant to this action.

6. Plaintiff is an expert in the legal cannabis business and provides professional consulting services in connection with education about the industry and specifically, with the preparation of applications for licenses to grow, process and dispense legal marijuana.

7. In 2015, the Defendants, Hill, TilStar, Tilray and Privateer Holdings, by and through their agent Defendant Darryl Hill, individually and d/b/a/ TW Capital, decided to prepare and submit three medical cannabis applications to The Natalie Laprade Maryland Medical Commission Application (hereinafter, “MMCC”) for licenses in the State of Maryland to cultivate, process and dispense medical cannabis.

8. In September of 2015, Plaintiff, Jumoke Akinagbe, entered into an oral contract with Defendant Hill, who was acting individually and as the agent, servant, and/or employee of Defendants TilStar, Tilray and Privateer Holdings. The Plaintiff agreed to prepare, in part, the three medical cannabis applications to MMCC on behalf of the Defendants. In payment for those services, the Defendants agreed to convey to the Plaintiff a 2% (two percent) interest in TilStar, LLC upon completion of her work on the applications.

9. The three MMCC Applications were due on or about November 6, 2015.

10. Throughout the months of October 2015 through November 2015, the Plaintiff invested substantial time in connection with the preparation of the three applications to MMCC on behalf of the Defendants. She researched and recruited medical and clinical directors for the dispensary, edited the applications, and the master cultivation application, prepared specific answers to questions in the applications, interacted with providers, stakeholders, county

executives and hospitals to gain support for the application, and established initial contact for future collaborations.

11. Through the months of her work, the Plaintiff consulted regularly with the representatives of the Defendants, providing updates and responding to questions.

12. Numerous times during her involvement in the application process, the Plaintiff asked Defendant Hill to formalize the oral contract by putting it into writing.

13. On numerous occasions, Defendant Hill reassured the Plaintiff that the contract would be formalized once the applications had been completed and submitted.

14. On October 28, 2015, at the request of Defendant Privateer Holdings, the Plaintiff signed a Non-Disclosure Agreement with Privateer Holdings and Tilray.

15. On or about November 6, 2015, Defendants submitted the three applications to the MMCC which were prepared, in substantial part, by the Plaintiff on behalf of the Defendants. Defendant TilStar's attorney, Jason Klein, confirmed to the Plaintiff that the final MMCC applications included the individuals whom the Plaintiff had selected as medical and clinical directors. The State of Maryland eventually issued a license to TilStar, LLC to dispense medical cannabis.

16. In December of 2015, the Plaintiff, again, asked Defendant Hill to put the oral contract into writing. Defendant Hill equivocated and refused to provide a copy of the applications, which the Plaintiff had requested on numerous occasions.

17. In January of 2016, the Plaintiff obtained counsel to draft a contract formalizing the oral contract and forwarded it to Defendant Hill. Several meetings were arranged and cancelled, and multiple emails were exchanged with no resulting contract.

18. In March of 2016, Tilstar's attorney Jason Klein sent the Plaintiff two proposed

contracts: a Mutual Release Document and a Subscription Agreement. The Mutual Release document correctly indicated that the corporation in which the Plaintiff would have interest was TilStar, LLC; however, the Subscription Agreement outlined a 2% (two percent) interest in a corporation called Earthstar, and not the agreed corporation, Defendant TilStar, LLC.

19. The Defendants did not provide a satisfactory explanation for their refusal and failure to transfer a 2% (two percent) interest in TilStar, LLC. The Plaintiff refused the proposed change in compensation for her services.

20. In April 2016, the Plaintiff was informed by attorney Klein that she could inspect the subject applications in his offices. However, when she arrived at the office, Defendant Hill and attorney Klein refused to provide same.

21. The Plaintiff thereafter made numerous demands for an accounting and for the transfer of 2% (two percent) interest in TilStar, LLC, as agreed in the oral contract, and the Defendants have refused.

COUNT 1: SPECIFIC PERFORMANCE

(Akkinagebe v. Hill, TilStar, LLC, LLC, Tilray, LLC, & Privateer Holdings, Inc.)

Jumoke Akinnagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

22. In September, 2015, the parties entered into a valid and enforceable oral contract for services to be rendered by the Plaintiff in support of three applications to the MMCC on behalf of the Defendants Hill, TilStar, Tilray and Privateer Holdings.

23. The Plaintiff performed all services requested by the Defendants in support of three applications to the MMCC. The MMCC eventually awarded a dispensing license to Defendant Tilstar, to market and sell medical cannabis.

24. Defendants agreed in the oral contract with the Plaintiff to convey a 2% (two percent) interest in TilStar, in payment for the services which she rendered in support of their applications to the MMCC.

25. The Defendants further agreed to memorialize their oral contract with the Plaintiff in writing, which was to be done after the applications were completed and submitted. However, although the Defendants continuously promised to render the oral contract into a written agreement, they failed to do so.

26. The Defendants have breached the oral contract by failing to memorialize the oral contract into writing, and by failing to transfer to the Plaintiff a 2% (two percent) interest in TilStar.

27. The value of TilStar was substantially enhanced by the services rendered by the Plaintiff, pursuant to the oral contract with the Defendants, and will continue to grow in the future, as a result of obtaining a dispensing license from MMCC. However, it would be difficult to quantify and to prove specific future damages that the Plaintiff will incur as a result of the breach of the oral contract to transfer a 2% (two percent) interest in Tilstar, because future revenues to the company are unknown, and unknowable at this time. Accordingly, there is immense difficulty in proving the Plaintiff's damages, with reasonable certainty, as a result of the Defendants' breach of contract, and refusal to transfer a 2% (two percent) interest in TilStar to the Plaintiff.

28. The Plaintiff has no adequate remedy at law for the breach of the oral contract by the Defendants, and their failure to transfer a 2% (two percent) interest in TilStar to the Plaintiff.

WHEREFORE, the Plaintiff, Jumoke Akinagbe, individually and d/b/a National

Academy of Medical Cannabis and Cannabis for Wellness, demands judgment that the oral contract between the parties be specifically enforced, and that Defendants Darryl Hill, TilStar, LLC, Tilray, LLC, and Privateer Holdings, Inc., be ordered to transfer a 2% interest in TilStar, LLC to the Plaintiff, and for such other relief as the court deems proper.

COUNT 2: BREACH OF CONTRACT
(Akinagbe v. Hill)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

29. On or about September of 2015, Defendant Darryl Hill, individually and d/b/a/ TW Capital, entered into an oral contract with the Plaintiff, Jumoke Akinagbe, whereby the Plaintiff would obtain a 2% (two percent) interest in TilStar, LLC, for her services in connection with preparing three MMCC Applications on behalf of TilStar, Tilray and Privateer Holdings.

30. Over the course of October and November 2015, Plaintiff provided support services pursuant to the oral contract in order to complete the three MMCC applications. Plaintiff fulfilled her obligations in the completion of the three MMCC applications, which were submitted on or about November 6, 2015.

31. After the three applications were completed and filed, Defendant Hill, individually and d/b/a TW Capital, continuously promised the Plaintiff that he would provide a written contract to the Plaintiff memorializing his agreement to pay her a 2% (two percent) interest in TilStar, as compensation for the services she had rendered.

32. Defendant Hill, individually and d/b/a TW Capital, has breached his contract with the Plaintiff, has refused to pay, and has not paid the compensation due to the Plaintiff under the terms of the oral contract, the transfer of 2% (two percent) interest in TilStar to the Plaintiff,

thereby materially breaching his contract with the Plaintiff.

33. As a result of Defendant Hill's, individually and d/b/a TW Capital, breach of the contract with the Plaintiff, the Plaintiff has incurred losses in excess of \$75,000.00.

WHEREFORE, this suit is brought and the Plaintiff, Jumoke Akinagbe, demands judgment against Defendant Hill, individually and d/b/a TW Capital, for compensatory damages in excess of \$75,000.00 (Seventy-Five thousand) Dollars, plus interest and costs.

COUNT 3: FRAUD BY INTENTIONAL MISREPRESENTATION
(Akinagbe v. Hill)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

34. On or about September of 2015, Defendant Darryl Hill, individually and d/b/a/ TW Capital, entered into an oral contract with the Plaintiff, Jumoke Akinagbe, whereby the Plaintiff would obtain a 2% (two percent) interest in TilStar, LLC, for her services in connection with preparing three MMCC Applications on behalf of TilStar, Tilray and Privateer Holdings.

35. Plaintiff performed all services agreed to under the oral contract in reliance on Defendant Hill's representations.

36. At the time Defendant Hill, individually and d/b/a TW Capital, entered into the oral contract with the Plaintiff, he never intended to follow through with the promise to transfer a 2% (two percent) interest in TilStar to the Plaintiff. The promise to transfer the 2% (two percent) interest was a false representation of a material fact, and Defendant Hill knew it was false at the time that he made it.

37. Plaintiff continued to work on the completion of the three MMCC Applications for TilStar in reliance on Defendant Hill's, individually and d/b/a TW Capital, false promise that

once the applications were submitted, the oral contract would be memorialized in writing, and the transfer of interest in TilStar would be performed. In an email sent by Defendant Hill, individually and d/b/a TW Capital, to Plaintiff dated October 29, 2015, Defendant Hill falsely promised, “I will craft a letter of intent that outlines our understanding, we can formalize the agreement once we get the app in.”

38. After the applications were submitted, Defendant Hill, individually and d/b/a TW Capital, continued to make false representations that the oral contract would be memorialized in writing, and the agreement to transfer the 2% interest would be executed. In an email sent by Defendant Hill to Plaintiff dated January 11, 2016, Defendant Hill falsely promised, “In order to issue your shares we must complete your subscription. I am good most of this week. Please inform me of your availability.”

39. Defendant Hill, individually and d/b/a TW Capital, knew his representations that he would memorialize the oral contract in writing, under the same terms as agreed in September 2015, were false when he made them and were made for the purpose of delaying Plaintiff’s enforcement of her rights under the oral contract.

40. The Plaintiff relied, with justification, upon the misrepresentations of Defendants Hill, individually and d/b/a TW Capital, and agents, servants and employees of Defendants TilStar, Tilray and Privateer Holdings.

41. As a result of the intentional misrepresentations by Defendant Hill, individually and d/b/a TW Capital, the Plaintiff incurred damages.

WHEREFORE, this suit is brought and the Plaintiff, Jumoke Akinagbe, demands judgment against Defendant Hill, individually and d/b/a TW Capital, for compensatory damages

in excess of \$75,000.00 (Seventy-Five thousand) Dollars, plus interest and costs.

COUNT 4: QUANTUM MERUIT
(Akinagbe v. Hill)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

42. The Plaintiff diligently worked on the three applications to the MCAA on behalf of Defendants Tilstar, Tilray and Privateer Holdings, devoting substantial time over many months.

43. Defendant Hill, individually and d/b/a/ TW Capital, repeatedly represented that he would memorialize his oral contract to convey to the Plaintiff a 2% (two percent) interest in Tilstar, in payment for her services on behalf of him and the other Defendants. However, Defendant Hill, refused to execute a written contract consistent with the oral contract, refused to provide a copy of the final applications which were submitted to the MCAA, and refused to provide a full accounting of the outcome of those applications.

44. That the Plaintiff has made numerous attempts to obtain a written agreement memorializing the original oral contract with Defendant Hill, and to obtain the full payment for her services, as agreed to in the oral contract.

45. The Plaintiff rendered valuable services to Defendant Hill, with the intention of receiving from the Defendant a fee for services rendered. Defendant Hill accepted these services, received the benefit of such services, and knew that the Plaintiff expected to be paid for such services.

46. All services rendered by the Plaintiff to Defendant Hill were rendered under such circumstances that Hill knew the Plaintiff expected to be paid. The Plaintiff has consistently requested payment from Defendant Hill for her services, without success.

WHEREFORE, Plaintiff, Jumoke Akinnagbe, demands judgment against Defendant Hill, individually and d/b/a TW Capital, for the value, *quantum meruit*, of services rendered to him in an amount that exceeds Seventy-Five Thousand (\$75,000.00) Dollars, with interest and costs.

COUNT 5: BREACH OF CONTRACT
(Akinnagbe v. TilStar, LLC)

Jumoke Akinnagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

47. On or about September of 2015, Defendant Darryl Hill, acting as agent, servant and employee of TilStar, LLC, entered into an oral contract with the Plaintiff, Jumoke Akinnagbe, whereby the Plaintiff would obtain a 2% (two percent) interest in TilStar, LLC, for her services in connection with preparing three MMCC Applications on behalf of TilStar, Tilray and Privateer Holdings.

48. Over the course of October and November 2015, Plaintiff provided support services pursuant to the oral contract in order to complete the three MMCC applications. Plaintiff fulfilled her obligations in the completion of the three MMCC applications, which were submitted on or about November 6, 2015.

49. After the three applications were completed and filed, Defendant Hill, acting as agent, servant and employee of TilStar, LLC, continuously promised the Plaintiff that he would provide a written contract to the Plaintiff memorializing his agreement to pay her a 2% (two percent) interest in TilStar, as compensation for the services she had rendered.

50. Defendant Hill, acting as agent, servant and employee of TilStar, LLC, has breached his contract with the Plaintiff, has refused to pay, and has not paid the compensation due to the

Plaintiff under the terms of the oral contract, the transfer of 2% (two percent) interest in TilStar to the Plaintiff, thereby materially breaching his contract with the Plaintiff.

51. As a result of Defendant Hill's, acting as agent, servant and employee of TilStar, LLC, breach of the contract with the Plaintiff, the Plaintiff has incurred losses in excess of \$75,000.00.

WHEREFORE, this suit is brought and the Plaintiff, Jumoke Akinnagbe, demands judgment against Defendant TilStar, LLC, for compensatory damages in excess of \$75,000.00 (Seventy-Five thousand) Dollars, plus interest and costs.

COUNT 6: FRAUD BY INTENTIONAL MISREPRESENTATION
(Akinnagbe v. TilStar)

Jumoke Akinnagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

52. On or about September of 2015, Defendant Darryl Hill, acting as agent, servant and employee of TilStar, LLC, entered into an oral contract with the Plaintiff, Jumoke Akinnagbe, whereby the Plaintiff would obtain a 2% (two percent) interest in TilStar, LLC, for her services in connection with preparing three MMCC Applications on behalf of TilStar, Tilray and Privateer Holdings.

53. Plaintiff performed all services agreed to under the oral contract in reliance on Defendant Hill's, acting as agent, servant and employee of TilStar, LLC, representations.

54. At the time Defendant Hill, acting as agent, servant and employee of TilStar, LLC, entered into the oral contract with the Plaintiff, he never intended to follow through with the promise to transfer a 2% (two percent) interest in TilStar to the Plaintiff. The promise to transfer the 2% (two percent) interest was a false representation of a material fact, and Defendant Hill

knew it was false at the time that the made it.

55. Plaintiff continued to work on the completion of the three MMCC Applications for TilStar in reliance on Defendant Hill's, acting as agent, servant and employee of TilStar, LLC, false promise that once the applications were submitted, the oral contract would be memorialized in writing, and the transfer of interest in TilStar would be performed. In an email sent by Defendant Hill, acting as agent, servant and employee of TilStar, LLC, to Plaintiff dated October 29, 2015, Defendant Hill falsely promised, "I will craft a letter of intent that outlines our understanding, we can formalize the agreement once we get the app in."

56. After the applications were submitted, Defendant Hill, acting as agent, servant and employee of TilStar, LLC, continued to make false representations that the oral contract would be memorialized in writing, and the agreement to transfer the 2% interest would be executed. In an email sent by Defendant Hill, acting as agent, servant and employee of TilStar, LLC, to Plaintiff dated January 11, 2016, Defendant Hill falsely promised, "In order to issue your shares we must complete your subscription. I am good most of this week. Please inform me of your availability."

57. Defendant Hill, acting as agent, servant and employee of TilStar, LLC, knew his representations that he would memorialize the oral contract in writing, under the same terms as agreed in September 2015, were false when he made them and were made for the purpose of delaying Plaintiff's enforcement of her rights under the oral contract.

58. The Plaintiff relied, with justification, upon the misrepresentations of Defendants Hill, acting as agent, servant and employee of TilStar, LLC, and agents, servants and employees of Defendants TilStar, Tilray and Privateer Holdings.

59. As a result of the intentional misrepresentations by Defendant Hill, acting as agent, servant and employee of TilStar, LLC, the Plaintiff incurred damages.

WHEREFORE, this suit is brought and the Plaintiff, Jumoke Akinnagbe, demands judgment against Defendant Hill, acting as agent, servant and employee of TilStar, LLC, for compensatory damages in excess of \$75,000.00 (Seventy-Five thousand) Dollars, plus interest and costs.

COUNT 7: QUANTUM MERUIT
(Akinnagbe v. TilStar, LLC)

Jumoke Akinnagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

60. The Plaintiff diligently worked on the three applications to the MCAA on behalf of Defendants Tilstar, Tilray and Privateer Holdings, devoting substantial time over many months.

61. Defendant Hill, acting as agent, servant and employee of TilStar, LLC, repeatedly represented that he would memorialize his oral contract to convey to the Plaintiff a 2% (two percent) interest in Tilstar, in payment for her services on behalf of him and the other Defendants. However, Defendant Hill, acting as agent, servant and employee of TilStar, LLC, refused to execute a written contract consistent with the oral contract, refused to provide a copy of the final applications which were submitted to the MCAA, and refused to provide a full accounting of the outcome of those applications.

62. That the Plaintiff has made numerous attempts to obtain a written agreement memorializing the original oral contract with Defendant Hill, acting as agent, servant and employee of TilStar, LLC, and to obtain the full payment for her services, as agreed to in the oral contract.

63. The Plaintiff rendered valuable services to Defendant Hill, acting as agent, servant and employee of TilStar, LLC, with the intention of receiving from the Defendant a fee for services rendered. Defendant Hill, acting as agent, servant and employee of TilStar, LLC, accepted these services, received the benefit of such services, and knew that the Plaintiff expected to be paid for such services.

64. All services rendered by the Plaintiff to Defendant Hill, acting as agent, servant and employee of TilStar, LLC, were rendered under such circumstances that Defendant Hill, acting as agent, servant and employee of TilStar, LLC, knew the Plaintiff expected to be paid. The Plaintiff has consistently requested payment from Defendant Hill, acting as agent, servant and employee of TilStar, LLC, for her services, without success.

WHEREFORE, Plaintiff, Jumoke Akinagbe, demands judgment against Defendant TilStar, LLC, for the value, *quantum meruit*, of services rendered to him in an amount that exceeds Seventy-Five Thousand (\$75,000.00) Dollars, with interest and costs.

COUNT 8: BREACH OF CONTRACT
(Akinagbe v. Tilray)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

65. On or about September of 2015, Defendant Darryl Hill, acting as agent, servant and employee of Tilray, LLC, entered into an oral contract with the Plaintiff, Jumoke Akinagbe, whereby the Plaintiff would obtain a 2% (two percent) interest in TilStar, LLC, for her services in connection with preparing three MMCC Applications on behalf of TilStar, Tilray and Privateer Holdings.

66. Over the course of October and November 2015, Plaintiff provided support services

pursuant to the oral contract in order to complete the three MMCC applications. Plaintiff fulfilled her obligations in the completion of the three MMCC applications, which were submitted on or about November 6, 2015.

67. After the three applications were completed and filed, Defendant Hill, acting as agent, servant and employee of Tilray, LLC, continuously promised the Plaintiff that he would provide a written contract to the Plaintiff memorializing his agreement to pay her a 2% (two percent) interest in TilStar, as compensation for the services she had rendered.

68. Defendant Hill, acting as agent, servant and employee of Tilray, LLC, has breached his contract with the Plaintiff, has refused to pay, and has not paid the compensation due to the Plaintiff under the terms of the oral contract, the transfer of 2% (two percent) interest in TilStar to the Plaintiff, thereby materially breaching his contract with the Plaintiff.

69. As a result of Defendant Hill's, acting as agent, servant and employee of Tilray, LLC, breach of the contract with the Plaintiff, the Plaintiff has incurred losses in excess of \$75,000.00.

WHEREFORE, this suit is brought and the Plaintiff, Jumoke Akinagbe, demands judgment against Defendant Tilray, LLC, for compensatory damages in excess of \$75,000.00 (Seventy-Five thousand) Dollars, plus interest and costs.

COUNT 9: FRAUD BY INTENTIONAL MISREPRESENTATION
(Akinagbe v. Tilray)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

70. On or about September of 2015, Defendant Darryl Hill, acting as agent, servant and employee of Tilray, LLC, entered into an oral contract with the Plaintiff, Jumoke Akinagbe,

whereby the Plaintiff would obtain a 2% (two percent) interest in TilStar, LLC, for her services in connection with preparing three MMCC Applications on behalf of TilStar, Tilray and Privateer Holdings.

71. Plaintiff performed all services agreed to under the oral contract in reliance on Defendant Hill's, acting as agent, servant and employee of Tilray, LLC, representations.

72. At the time Defendant Hill, acting as agent, servant and employee of Tilray, LLC, entered into the oral contract with the Plaintiff, he never intended to follow through with the promise to transfer a 2% (two percent) interest in TilStar to the Plaintiff. The promise to transfer the 2% (two percent) interest was a false representation of a material fact, and Defendant Hill knew it was false at the time that he made it.

73. Plaintiff continued to work on the completion of the three MMCC Applications for TilStar in reliance on Defendant Hill's, acting as agent, servant and employee of Tilray, LLC, false promise that once the applications were submitted, the oral contract would be memorialized in writing, and the transfer of interest in TilStar would be performed. In an email sent by Defendant Hill, acting as agent, servant and employee of Tilray, LLC, to Plaintiff dated October 29, 2015, Defendant Hill falsely promised, "I will craft a letter of intent that outlines our understanding, we can formalize the agreement once we get the app in."

74. After the applications were submitted, Defendant Hill, acting as agent, servant and employee of Tilray, LLC, continued to make false representations that the oral contract would be memorialized in writing, and the agreement to transfer the 2% interest would be executed. In an email sent by Defendant Hill, acting as agent, servant and employee of Tilray, LLC, to Plaintiff dated January 11, 2016, Defendant Hill falsely promised, "In order to issue your shares we must

complete your subscription. I am good most of this week. Please inform me of your availability.”

75. Defendant Hill, acting as agent, servant and employee of Tilray, LLC, knew his representations that he would memorialize the oral contract in writing, under the same terms as agreed in September 2015, were false when he made them and were made for the purpose of delaying Plaintiff’s enforcement of her rights under the oral contract.

76. The Plaintiff relied, with justification, upon the misrepresentations of Defendants Hill, acting as agent, servant and employee of Tilray, LLC, and agents, servants and employees of Defendants TilStar, Tilray and Privateer Holdings.

77. As a result of the intentional misrepresentations by Defendant Hill, acting as agent, servant and employee of Tilray, LLC, the Plaintiff incurred damages.

WHEREFORE, this suit is brought and the Plaintiff, Jumoke Akinagbe, demands judgment against Defendant Hill, acting as agent, servant and employee of Tilray, LLC, for compensatory damages in excess of \$75,000.00 (Seventy-Five thousand) Dollars, plus interest and costs.

COUNT 10: QUANTUM MERUIT
(Akinagbe v. Tilray)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

78. The Plaintiff diligently worked on the three applications to the MCAA on behalf of Defendants Tilstar, Tilray and Privateer Holdings, devoting substantial time over many months.

79. Defendant Hill, acting as agent, servant and employee of Tilray, LLC, repeatedly represented that he would memorialize his oral contract to convey to the Plaintiff a 2% (two percent) interest in Tilstar, in payment for her services on behalf of him and the other

Defendants. However, Defendant Hill, acting as agent, servant and employee of Tilray, LLC, refused to execute a written contract consistent with the oral contract, refused to provide a copy of the final applications which were submitted to the MCAA, and refused to provide a full accounting of the outcome of those applications.

80. That the Plaintiff has made numerous attempts to obtain a written agreement memorializing the original oral contract with Defendant Hill, acting as agent, servant and employee of Tilray, LLC, and to obtain the full payment for her services, as agreed to in the oral contract.

81. The Plaintiff rendered valuable services to Defendant Hill, acting as agent, servant and employee of Tilray, LLC, with the intention of receiving from the Defendant a fee for services rendered. Defendant Hill, acting as agent, servant and employee of Tilray, LLC, accepted these services, received the benefit of such services, and knew that the Plaintiff expected to be paid for such services.

82. All services rendered by the Plaintiff to Defendant Hill, acting as agent, servant and employee of Tilray, LLC, were rendered under such circumstances that Defendant Hill, acting as agent, servant and employee of Tilray, LLC, knew the Plaintiff expected to be paid. The Plaintiff has consistently requested payment from Defendant Hill, acting as agent, servant and employee of Tilray LLC, for her services, without success.

WHEREFORE, Plaintiff, Jumoke Akinagbe, demands judgment against Defendant Tilray, LLC, for the value, *quantum meruit*, of services rendered to him in an amount that exceeds Seventy-Five Thousand (\$75,000.00) Dollars, with interest and costs.

COUNT 11: BREACH OF CONTRACT
(Akinagbe v. Privateer Holdings)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

83. On or about September of 2015, Defendant Darryl Hill, acting as agent, servant and employee of Privateer Holdings, Inc., entered into an oral contract with the Plaintiff, Jumoke Akinagbe, whereby the Plaintiff would obtain a 2% (two percent) interest in TilStar, LLC, for her services in connection with preparing three MMCC Applications on behalf of TilStar, Tilray and Privateer Holdings.

84. Over the course of October and November 2015, Plaintiff provided support services pursuant to the oral contract in order to complete the three MMCC applications. Plaintiff fulfilled her obligations in the completion of the three MMCC applications, which were submitted on or about November 6, 2015.

85. After the three applications were completed and filed, Defendant Hill, acting as agent, servant and employee of Privateer Holdings, continuously promised the Plaintiff that he would provide a written contract to the Plaintiff memorializing his agreement to pay her a 2% (two percent) interest in TilStar, as compensation for the services she had rendered.

86. Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., has breached his contract with the Plaintiff, has refused to pay, and has not paid the compensation due to the Plaintiff under the terms of the oral contract, the transfer of 2% (two percent) interest in TilStar to the Plaintiff, thereby materially breaching his contract with the Plaintiff.

87. As a result of Defendant Hill's, acting as agent, servant and employee of Privateer Holdings, Inc., breach of the contract with the Plaintiff, the Plaintiff has incurred losses in excess of \$75,000.00.

WHEREFORE, this suit is brought and the Plaintiff, Jumoke Akinagbe, demands judgment against Defendant Privateer Holdings, Inc., for compensatory damages in excess of \$75,000.00 (Seventy-Five thousand) Dollars, plus interest and costs.

COUNT 12: FRAUD BY INTENTIONAL MISREPRESENTATION
(Akinagbe v. Privateer Holdings)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

88. On or about September of 2015, Defendant Darryl Hill, acting as agent, servant and employee of Privateer Holdings, Inc., entered into an oral contract with the Plaintiff, Jumoke Akinagbe, whereby the Plaintiff would obtain a 2% (two percent) interest in TilStar, LLC, for her services in connection with preparing three MMCC Applications on behalf of TilStar, Tilray and Privateer Holdings.

89. Plaintiff performed all services agreed to under the oral contract in reliance on Defendant Hill's, acting as agent, servant and employee of Privateer Holdings, Inc., representations.

90. At the time Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., entered into the oral contract with the Plaintiff, he never intended to follow through with the promise to transfer a 2% (two percent) interest in TilStar to the Plaintiff. The promise to transfer the 2% (two percent) interest was a false representation of a material fact, and Defendant Hill knew it was false at the time that he made it.

91. Plaintiff continued to work on the completion of the three MMCC Applications for TilStar in reliance on Defendant Hill's, acting as agent, servant and employee of Privateer Holdings, Inc., false promise that once the applications were submitted, the oral contract would

be memorialized in writing, and the transfer of interest in TilStar would be performed. In an email sent by Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., to Plaintiff dated October 29, 2015, Defendant Hill falsely promised, “I will craft a letter of intent that outlines our understanding, we can formalize the agreement once we get the app in.”

92. After the applications were submitted, Defendant Hill, acting as agent, servant and employee of Tilray, LLC, continued to make false representations that the oral contract would be memorialized in writing, and the agreement to transfer the 2% interest would be executed. In an email sent by Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., to Plaintiff dated January 11, 2016, Defendant Hill falsely promised, “In order to issue your shares we must complete your subscription. I am good most of this week. Please inform me of your availability.”

93. Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., knew his representations that he would memorialize the oral contract in writing, under the same terms as agreed in September 2015, were false when he made them and were made for the purpose of delaying Plaintiff’s enforcement of her rights under the oral contract.

94. The Plaintiff relied, with justification, upon the misrepresentations of Defendants Hill, acting as agent, servant and employee of Privateer Holdings, Inc., and agents, servants and employees of Defendants TilStar, Tilray and Privateer Holdings, Inc.

95. As a result of the intentional misrepresentations by Defendant Hill, acting as agent, servant and employee of TilStar, LLC, the Plaintiff incurred damages.

WHEREFORE, this suit is brought and the Plaintiff, Jumoke Akinagbe, demands judgment against Defendant Hill, acting as agent, servant and employee of Privateer Holdings,

Inc., for compensatory damages in excess of \$75,000.00 (Seventy-Five thousand) Dollars, plus interest and costs.

COUNT 13: QUANTUM MERUIT
(Akinagbe v. Privateer Holdings)

Jumoke Akinagbe, Plaintiff, incorporates herein by reference all those allegations of fact previously stated in Paragraphs 1 - 21 as if same were repeated herein.

96. The Plaintiff diligently worked on the three applications to the MCAA on behalf of Defendants TilStar, Tilray and Privateer Holdings, devoting substantial time over many months.

97. Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., repeatedly represented that he would memorialize his oral contract to convey to the Plaintiff a 2% interest in TilStar, in payment for her services on behalf of him and the other Defendants. However, Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., refused to execute a written contract consistent with the oral contract, refused to provide a copy of the final applications which were submitted to the MCAA, and refused to provide a full accounting of the outcome of those applications.

98. That the Plaintiff has made numerous attempts to obtain a written agreement memorializing the original oral contract with Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., and to obtain the full payment for her services, as agreed to in the oral contract.

99. The Plaintiff rendered valuable services to Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., with the intention of receiving from the Defendant a fee for services rendered. Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., accepted these services, received the benefit of such services, and knew that the

Plaintiff expected to be paid for such services.

100. All services rendered by the Plaintiff to Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., were rendered under such circumstances that Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., knew the Plaintiff expected to be paid. The Plaintiff has consistently requested payment from Defendant Hill, acting as agent, servant and employee of Privateer Holdings, Inc., for her services, without success.

WHEREFORE, Plaintiff, Jumoke Akinagbe, demands judgment against Defendant Privateer Holdings, Inc., for the value, *quantum meruit*, of services rendered to him in an amount that exceeds Seventy-Five Thousand (\$75,000.00) Dollars, with interest and costs.

ENGEL LAW GROUP, P.C.

Lon C. Engel
CPF No. 8406010110
6510 Falls Road
Baltimore, Maryland 21209
(410)727-5095
lengel@engellaw.com

LEGALLY BURNS, LLC

Emily A. Burns
CPF No.
3717 Boston Street, Unit 333
Baltimore, MD 21224
(443)-739-0721
emily@legallyburns.com

Attorneys for Plaintiff

Jumoke Akinnagbe
Individually and d/b/a
National Academy of Medical Cannabis
and Cannabis for Wellness
10113 Balsam Poplar Plane
Bowie, Maryland 20721

Plaintiff

v.

Darryl Hill
Individually and d/b/a TW Capital
11008 Harding Road
Laurel, Maryland 20723

and

TilStar, LLC.
Principal Office:
11008 Harding Road
Laurel, Maryland 20723

Serve on Resident Agent:
Darryl Hill
11008 Harding Road
Laurel, Maryland 20723

and

Tilray, LLC.
Principal Office:
2701 Eastlake Ave. E., 3rd floor
Seattle, Washington 98102

Serve on Resident Agent:
CT Corporation System
711 Capital Way S., Ste 204
Olympia, Washington 98501

and

Privateer Holdings, Inc.
Principal Office:

* IN THE
*
* CIRCUIT COURT
*
* FOR
*
* PRINCE GEORGE'S COUNTY
*
* Case No.

701 Eastlake Ave. E., 3rd Floor
Seattle, Washington 98102

Serve on Resident Agent:
CT Corporation System
711 Capital Way S., Ste 204
Olympia, Washington 98501

Defendants

*
*
*
*
*
*
*
*
*

ELECTION FOR JURY TRIAL

Mr. Clerk:

The Plaintiff, Jumoke Akinnagbe, elects to have her case tried before a jury.

ENGEL LAW GROUP, P.C.

Lon C. Engel
CPF No. 8406010110
6510 Falls Road
Baltimore, Maryland 21209
(410)727-5095
lengel@engellaw.com

LEGALLY BURNS, LLC

Emily A. Burns
CPF No.
3717 Boston Street, Unit 333
Baltimore, MD 21224
(443)-739-0721
emily@legallyburns.com

Attorneys for Plaintiff